

## COMMISSION AGREEMENT

THIS COMMISSION AGREEMENT is made

**BETWEEN “Annakovach.com”**

**AND YOU “the Affiliate”**

WHEREAS

A. Annakovach.com has commissioned the Affiliate under a commission for money or money's worth (the “Commission”) to refer persons (“leads”) to Annakovach.com website.

B. Your online submission/ application as an affiliate of ours indicate your full agreement to the terms and conditions of this document, and that you will be legally responsible and accountable for each and every condition listed here.

C. The Annakovach.com affiliate program is administered and monitored by our chosen third party affiliate management company and platform, Clickbank.

**IT IS AGREED as follows:**

1 Disclosure

The Affiliate shall disclose without delay to Annakovach.com all matters which it may or ought to know about its reputation prior to entering into this agreement and shall continue to be under a continuing duty to disclose all material facts which may impact on its ability to maintain this agreement or which may impact on the reputation of it or Annakovach.com.

## 2 Affiliates obligations

The affiliate shall introduce their leads to Annakovach.com suite of offers. The Affiliate is responsible for following all local, state, federal, and/or international laws. No claims, misleading or false advertising may be used at any time, without exception.

## 3 Modifications to the terms

We may modify any of these terms and conditions of this Agreement at any time, according to our sole discretion. If any of these modifications are unacceptable to you, your only recourse is to expressly indicate your decision to terminate this Agreement. Further participation as an affiliate automatically indicates your acceptance of the aforementioned change. These changes may include, but are not limited to; changes in referral fees, commissions and fee schedules, rules and regulations of contests or loyalty programs, and procedures surrounding payment or others.

## 4 Payment of Commissions

Affiliates will receive **75%** of the revenue from their clients on front-end product and **50%** on each upsell, as a commission for orders placed through their Clickbank unique links. Commissions and fee structure may change at any time, at our sole discretion and will be announced on the [Annakovach.com/affiliates](http://Annakovach.com/affiliates).

Leads (sales) are tracked via Clickbank's proprietary system, which uses a 60-day cookie attribution. Commissions from sales, upsells, promotions, and alike contribute to that affiliate's Clickbank account during that duration.

Subscription payment products and offers continue to pay the affiliate for the duration the customer is subscribed to that specific promotion which was initially purchased during the valid cookie window, under normal affiliate course of activity.

## 5 Time of payment

Annakovach.com's affiliates management company "Clickbank" provides for payment using the address, contact, and payment methods you have defined within their proprietary platform.

Due to Annakovach.com's customer first approach, with extended return and refund policies, commissions are paid to affiliates 60 days after each sale is generated and in accordance with Clickbank terms and conditions for payment.

## 6 Termination

Annakovach.com takes consumer experience, consumer trust, it's brand, and social consciousness very seriously. Upon receiving any complaint or notice of potential misconduct by an affiliate, Annakovach.com will immediately investigate the matter in a manner at its absolute and sole discretion.

WE PRACTICE A ZERO TOLERANCE POLICY FOR NON COMPLIANCE AND POOR ADVERTISING PRACTICES. THERE WILL BE NO ALLOWANCES OR WARNINGS. IF IT IS DISCOVERED THAT YOUR ACCOUNT IS IN VIOLATION, WE RESERVE THE RIGHT TO IMMEDIATELY SUSPEND OR TERMINATE YOUR ACCOUNT, AFFILIATION, AND ANY PENDING PAYMENTS MADE MAY BE FORFEITED.

Affiliates found in violation of the terms and conditions of this agreement, and in particular the matters referred to below shall be subjected to termination, suspension and/ or permanent blacklist of their affiliation with Annakovach.com without notice.

While we consider many of the below items to be "common sense" operations for any upstanding affiliate, we have attempted to add clarity to your daily operations below. Exclusion from this list does not indicate an allowance to perform any action on our behalf as an affiliate. Please work directly with your affiliate manager affiliate@ Annakovach.com to receive written approval of any intended promotional campaign. Your affiliate manager can help you in ways that are measurable and profitable, while still being compliant.

The following is a brief list of actions that may not be taken by affiliates as a general guideline, and again, does not represent a complete and total list:

Promoting using pornographic or sexually explicit materials

Promoting using violence or hatred based language, imagery, or websites

Promoting using discrimination on the basis of race, gender, nationality, sexual orientation, religion, disability or age.

Disparaging anyone for their beliefs, body image, self image, or etc

Defamation or slandering ANY individual or businesses

Any activity that could be considered immoral or illegal in your, our, or the target customers locality.

Embarking on any ethically questionable courses of action or system (when in doubt, ask your affiliate manager, they are there to support your needs)

Promoting illegal or legally ambiguous activities

Infringing on our copyright or the copyright of others, including plagiarism

Using ANY celebrity likeness or endorsement without 1. that celebrities express written consent and 2. The written approval of Annakovach.com for your specific use if not previously outlined in the marketing materials provided by Annakovach.com.

The utilization of software that directly or indirectly diverts commissions from our other affiliates to you. (cookie stuffing) This includes the use of CPV software.

CPV or PPV software is banned for Annakovach.com affiliates, no exceptions.

Certain ad platforms are banned for use by affiliates using "direct linking strategies". (if there is a question on this meaning, please ask your affiliate manager) You are of course welcome to advertise your own website on any network you choose, and then send those leads/clients to Annakovach.com in your funnel at the stage you choose.

The following networks/platforms are banned from direct linking and direct buys for Annakovach.com: (these may change at any time, at our sole discretion)

Facebook

Google

BING

The following networks require pre-approval for use, if you would like to be a premier affiliate, contact your affiliate manager for help and approval to use the below networks. (these may change at any time, at our sole discretion)

Yahoo

AOL

Taboola

RMX

You may not design or create any of your properties/websites/landing pages, explicitly or implicitly, in a way that resembles or mimics our website or landing pages, or take any action that could cause any customer to believe that your web page is a direct property or product of Annakovach.com or any of our affiliated businesses.

You will not use any of Annakovach.com's logos, banners, videos or creative content on your pages it has been provided to you in writing with expressly granted permission for that use. You may not abuse this permission by using given resources beyond the scope of what is defined explicitly in your written authorization.

Only Annakovach.com approved ads, copy (language) and imagery, shall be used in the course of advertising. Non approved advertisements with Annakovach.com branding may result in an immediate forfeit of any and all earned commissions and an immediate ban from future advertising. In addition, if you are found to have misled, misrepresented, or broken any local, federal, and international laws, you will also be held liable for potential and real damages in each instance.

## 7 Disclaimer and Limitation of Liability

Annakovach.com will not be liable for any loss of income, revenue, profits or expenditures on your part, whether direct, indirect, special or consequential, due to this Agreement or arising from the enforcement of it by its officers or appointed officials.

Annakovach.com will not be liable in damages, compensation or other court or tribunal ordered remedy for the consequences of any interruptions or errors, although we will endeavor to mitigate the situation.

If there are any provisions in this Agreement that are found to be unenforceable by a court, they shall be voided from Agreement. The remaining provisions not declared unenforceable by the court will remain intact and shall be enforced fully.

By signing up or remaining as an affiliate of Annakovach.com, you acknowledge that you understand and agree to all the terms and conditions stated in this Agreement.

## 8 Notices

8.1 All notices and other communications provided for, or permitted, in this agreement, or as between the parties may;

(a) in the case of the vendor to the purchaser, to terminate this agreement through Clickbank by notification by the vendor to Clickbank, otherwise through email and

(b) in the case of the purchaser to the vendor, by notice in writing personally through email with verified receipt.

8.2 All such notices or communications are deemed to have been duly given or made:

(a) on delivery, when delivered by hand by the sender; and

(b) if by email upon receipt in that parties information technology system.

## 9 Entire agreement, amendments and waivers

This agreement (and any Schedules and addendums to it) constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether oral or written, of the parties. The vendor makes the representations and warranties set forth in this agreement and no others. Any and all implied warranties are expressly excluded. No supplement, modification, or waiver of this agreement is binding unless in writing and signed by the parties. The vendor and/or the purchaser may, at its or their option, waive, in writing, any or all of the conditions in this agreement to which its or their obligations are subject. No waiver of any of the provisions of this agreement is to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## 10 Headings and table of contents

The headings and the table of contents are inserted for convenience and reference only and shall not affect the meaning or interpretation of this agreement.

## 11 Severability

In the event that any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provisions of this agreement or any other such instrument.

## 12 Governing law

The law of EU shall apply to this agreement.

## 13 Acceptance

You acknowledge that you have read this agreement, fully understand it and agree to be bound by its terms and conditions.

That by clicking the accept button below that this contract will a binding agreement between the parties.

If the relationship between the parties is via Clickbank then acceptance of the above terms is then by the affiliate's first participation in the affiliate program.